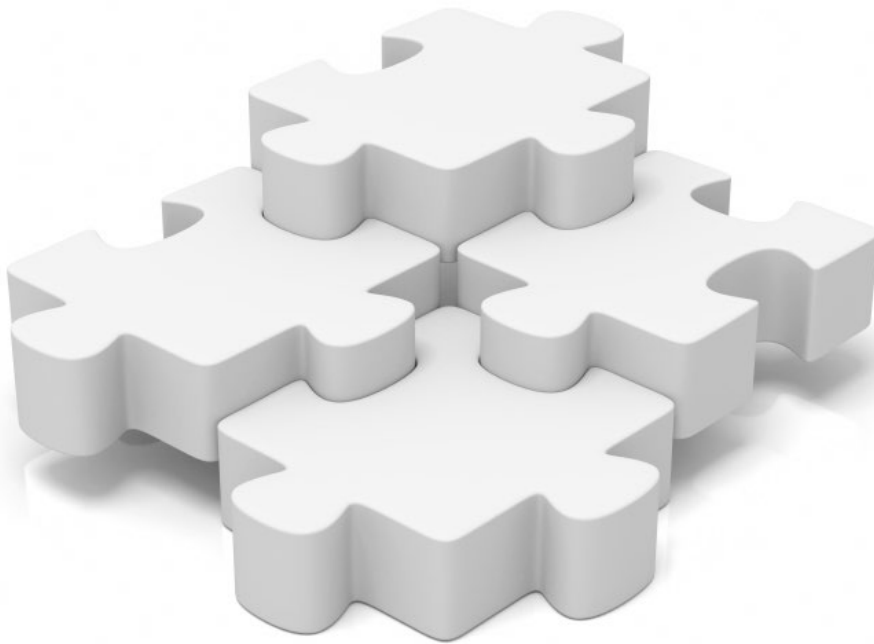


The WorkPac System

# Family and Domestic Violence Policy and Procedure - FTMs



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## 1. WHY WE DO IT

Family and domestic violence is acknowledged as being widespread in the broader community and can directly impact employees of WorkPac, including those on assignment with WorkPac clients. Family and domestic violence can also have severe health and economic impacts on the person against whom family and domestic violence is directed, including an employee’s family.

## 2. SCOPE

This policy applies to employees (FTMs) of WorkPac who are currently assigned to undertake work with a client of WorkPac.

If you are an internal WorkPac employee, please refer to the *Family and Domestic Violence Policy - Internal Employees*.

## 3. PURPOSE

WorkPac’s aim is to assist FTMs experiencing family and domestic violence to seek professional assistance and to provide support to the FTM to maintain their ongoing employment. This policy details the support available to an FTM who may be experiencing family and domestic violence.

At times, family and domestic violence may directly impact the workplace via a perpetrator contacting an FTM or others at the workplace. This policy also outlines what actions may be taken to protect an FTM or others in the workplace in these circumstances.

Family and domestic violence conduct may become a workplace matter and subject to this and/or other relevant workplace policies when:

- Family and domestic violence is perpetuated either in the workplace, during work time, uses work resources, impacts workplace health and safety or detrimentally impacts productivity or team functioning; and/or
- Family and domestic violence becomes subject to a court order impacting the workplace or working relationships.

## 4. DEFINITIONS

For the purpose of this policy and procedure:

<b>Close Relative</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>▪ a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the FTM;</li> <li>▪ a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the FTM; or</li> <li>▪ a person related to the FTM according to Aboriginal or Torres Strait Islander kinship rules.</li> </ul>
<b>Family and Domestic Violence</b>	<p>Means violent, threatening or other abusive behaviour by a close relative of an FTM, a member of an FTM’s household, or a current or former intimate partner of an FTM that seeks to coerce or control the FTM and that causes them harm or to be fearful.</p> <p>Examples of behaviour that may constitute family and domestic violence include (but are not limited to):</p> <ul style="list-style-type: none"> <li>▪ assault;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ a sexual assault or other sexually abusive behaviour;</li> <li>▪ stalking;</li> <li>▪ repeated derogatory taunts;</li> <li>▪ intentionally damaging or destroying property;</li> <li>▪ intentionally causing death or injury to an animal;</li> <li>▪ unreasonably withholding financial support needed to meet the reasonable living expenses of the family member, or their child, at a time when the family member is entirely or predominantly dependent on the person for financial support;</li> <li>▪ unreasonably denying the family member the financial autonomy that they would otherwise have had;</li> <li>▪ preventing the family member from making or keeping connections with their family, friends or culture; and</li> <li>▪ unlawfully depriving the family member, or any member of the family member’s family, of their liberty.</li> </ul>
<b>FTM</b>	Means Field Team Member or an employee of WorkPac who is currently assigned to undertake duties with a client of WorkPac.
<b>WorkPac</b>	Means WorkPac Pty Ltd and any of its related bodies corporate, consistent with the <i>Corporations Act 2001</i> (Cth), including its subsidiaries or any holding company.

## 5. SUPPORT

WorkPac acknowledges the very personal and sensitive nature of family and domestic violence and its impact on an FTM.

### 5.1 WorkPac Contacts

FTMs who may be experiencing family and domestic violence are encouraged to speak in confidence to their local WorkPac representative; this might be a Recruitment Coordinator or WorkPac representative on the Site where the FTM is undertaking work.

The local WorkPac Representative will be able to assist and encourage the FTM to explore the options for support under this policy and ensure prompt action in relation to any requests for support or identified actions in relation to workplace safety and security.

An FTM who is unsure who to contact in relation to a family or domestic violence issue is encouraged to contact WorkPac Employment Relations Team via [WorkPacER@workpac.com](mailto:WorkPacER@workpac.com). The WorkPac Employment Relations Team will also be able to provide the necessary support and assistance in relation to this matter.

### 5.2 Employee Assistance Program

FTMs are also encouraged to seek the support of WorkPac’s *Employee Assistance Program* (Gryphon Psychology) for confidential counselling and advice. This is available to the FTM and their family members impacted by family and domestic violence. This service is complimentary.

**Telephone:** 1800 056 076  
**Web:** [www.gryphonpsych.com.au](http://www.gryphonpsych.com.au)  
**Email:** [reception@gryphonpsych.com.au](mailto:reception@gryphonpsych.com.au)

### 5.3 Counselling

FTMs who may be experiencing family and domestic violence are also encouraged to seek support via 1800 RESPECT (female or male employees or other counselling organisations offering support and advice in relation to domestic violence):

**Telephone:** 1800 RESPECT (1800 737 732)

**TTY:** 1800 671 442

**Web:** [www.1800respect.org.au](http://www.1800respect.org.au)

## 6. FAMILY AND DOMESTIC VIOLENCE LEAVE

Permanent and casual FTMs who are experiencing family and domestic violence may access paid Family and Domestic Violence Leave of up to ten (10) days per year of service.

Family and Domestic Violence Leave is available in full when an FTM commences employment (i.e. the ten (10) days does not accrue over the course of a year but is an upfront entitlement at the commencement of employment). The entitlement to paid Family and Domestic Violence Leave is renewed on an FTM's work anniversary each year but does not accrue year on year. There is no entitlement to be paid accrued Family and Domestic Violence Leave on termination of employment.

Family and Domestic Violence Leave is for the purpose of allowing an FTM to do something to manage the impact of family and domestic violence where it is impractical for the FTM to perform that activity outside their work hours.

Examples of circumstances in which Family and Domestic Violence Leave might be used include, but is not limited to:

- Seeking medical, counselling, financial or legal assistance relating to family and domestic violence;
- Attending Centrelink to obtain a benefit;
- Attending a financial institution to arrange financial autonomy from a perpetrator of family and domestic violence;
- Accessing police services;
- Attending court in relation to family and domestic violence perpetuated on the employee or family member;
- Finding or moving into safe accommodation;
- To make other related safety arrangements (i.e. changing locks, repairing doors/windows, installing alarms/video cameras); or
- Relocating a family pet subject to family and domestic violence to a safe location and/or seeking urgent veterinary attention for the pet.

For a permanent FTM, Family and Domestic Violence Leave will be paid at the FTM's full rate of pay for the hours that the employee would have worked if they had not taken leave.

For a casual FTM, Family and Domestic Violence Leave will be paid for hours which the casual FTM was rostered or accepted an offer to work. A casual FTM may also take Family and Domestic Violence Leave over a period when they have not been rostered or accepted work, but the Family and Domestic Violence Leave will be unpaid.

### 6.1 Requesting Family and Domestic Violence Leave

Permanent and Casual FTMs must complete the *FTM/CMW Absence Notification Form* selecting "Other Leave" as the type of absence and submit it to their WorkPac Representative. The form must state the period (or expected period) of the Family and Domestic Violence Leave and must be submitted to their WorkPac Representative as soon as practicable.

To support FTMs accessing Family and Domestic Violence Leave, an FTM has the right to select what is displayed on their payslip for the period of the leave. The options are:

- Other Leave Taken; or
- Normal Hours.

When applying for leave, the FTM should make a comment on the *FTM/CMW Absence Notification Form* noting what is to be displayed on their payslip.

**Please note:** If no comment has been on the *FTM/CMW Absence Notification Form*, “Other Leave Taken” will appear on the payslip for the relevant period.

FTMs applying for Family and Domestic Violence Leave may be required to provide their WorkPac Representative with supporting evidence that would satisfy a reasonable person that the leave is for the reason(s) specified in the Act.

A permanent FTM who has used all their Family and Domestic Violence Leave entitlements may also apply for annual leave, and this request will not be unreasonably refused.

A casual FTM who has exhausted, or does not wish to access their entitlement to Family and Domestic Violence Leave may decline to work on days on which they need to attend to matters relating family and domestic violence.

Even if not accessing Family and Domestic Violence Leave, casual FTMs are encouraged to report their concerns to their WorkPac Representative and explore workplace security and safety support available to them.

## 7. REQUESTING A FLEXIBLE WORKING ARRANGEMENT

An FTM who is experiencing family and domestic violence, or who needs to provide care or support to a member of their household or immediate family because of family and domestic violence may request a change to their work arrangements.

Such a request could involve a change to:

- Hours of work (i.e. changes to start and finish times);
- Patterns of work (i.e. change shifts or become part-time or job share); and/or

Locations of work (i.e. site or working from home). This is called a Flexible Working Arrangement, details of which are outlined below and further in the *Flexible Working Arrangements Procedure*, a copy of which is available from the WorkPac Intranet, or on request to your WorkPac Representative.

### 7.1 Making a Request

A request for a flexible working arrangement must be made in writing to the FTM’s WorkPac Representative and include details of the change being sought and the reason for the request.

Permanent FTMs may make a request if they have at least 12 months continuous service with WorkPac prior to making the request.

Casual FTMs may also make a request if:

- They have been working for WorkPac regularly and systematically for at least 12 months prior to making the request; and
- There is a reasonable expectation of continuing work with WorkPac on a regular and systematic basis.

### 7.2 Responding to a Request

Before responding to a request made under this policy, the request will be discussed with the FTM.

WorkPac will take all reasonable steps to genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the FTM's circumstances having regard to:

- a) The needs of the FTM arising from their circumstances;
- b) The consequences for the FTM if changes in working arrangements are not made; and
- c) Any reasonable business grounds for refusing the request.

In circumstances where an FTM's request may not be capable of being met in full, WorkPac will seek to consult with the FTM in relation to a possible alternative flexible work arrangement that may meet both the FTM's needs and WorkPac's operational requirements.

WorkPac will provide a written response to the FTM's request within 21 days, stating whether the request has been granted.

If the request is not granted, the written response will include details of the business reasons for the refusal and how the business reason or reasons apply.

Where an agreement to change working arrangements is not reached, the written response will state whether there are any other changes in working arrangements that WorkPac can offer the FTM to accommodate the FTM's circumstances, and if other changes are available, set out those potential changes.

### 7.3 Reasonable Business Grounds for Refusal

WorkPac may refuse a request for a change in working arrangements on reasonable business grounds.

Reasonable business grounds can include (but are not limited to):

- The new working arrangements requested by the FTM would be too costly for the organisation;
- There is no capacity to change the working arrangements of other FTM to accommodate the working arrangements requested;
- It would be impractical to change the working arrangements of other FTMs, or recruit new FTMs, to accommodate the new working arrangements requested;
- The new working arrangements requested by the FTM would be likely to result in significant loss in efficiency or productivity; or
- The new working arrangements requested by the FTM would be likely to have a significant negative impact on customer service.

## 8. CONFIDENTIALITY AND PRIVACY

WorkPac appreciates that information in relation to family and domestic violence is personal and sensitive, and we understand many FTMs would not wish other FTMs to know of their circumstances unless they choose to divulge it.

WorkPac will treat information relating to an FTM's request for support or for actions related to family and domestic violence as confidential and private to the full extent possible in the circumstances. The existence of family and domestic violence perpetuated against an FTM will only be revealed on a 'needs to know' basis.

For example, an FTM's WorkPac Representative and Client Supervisor may be made aware of an application for leave to deal with matters related to family and domestic violence. In this example, there would be no need to disclose any details regarding the family and domestic violence, just the nature of any support and safety/security actions required.

An FTM will be consulted about any disclosure that seems necessary in the circumstances.

All FTMs and WorkPac Representatives are responsible to ensure the confidentiality of any disclosure made to them and that the information is used only for the purpose it was provided.

## 9. WORKPLACE SAFETY AND SECURITY

In some circumstances, family and domestic violence can be perpetuated against an FTM in the workplace. For example, a perpetrator sending harassing emails, phoning, stalking or harassing an FTM at work. Some perpetrators may extend their abuse or threats to other FTMs in the workplace.

The nature of this behaviour may also breach court orders, constitute criminal behaviour or impact on organisations' abilities and obligations to provide safe systems of work or workplaces.

In circumstances where an FTM is experiencing family and domestic violence and is undertaking work in a workplace that is not controlled by WorkPac, WorkPac will liaise with its client to ensure an appropriate review of any workplace security or safety needs is undertaken and any appropriate and reasonable safety and security steps adopted by WorkPac's client.

An FTM will be consulted about this process prior to it being undertaken as it would necessarily involve a level of disclosure to WorkPac's Client.

A key safety and security measure is for an FTM to give permission for WorkPac to have a copy of any Intervention or Restraining Orders (i.e. AVO).

This will enable WorkPac to promptly report any breaches of an Order to police and obtain urgent police assistance if required.

## 10. DISCIPLINARY ACTION

There may be occasions where the perpetrator of family and domestic violence is an FTM. This may become an organisational issue in a range of circumstances.

Any actions or behaviours constituting family and domestic violence committed in the workplace or related to work will constitute misconduct in the workplace for the purposes of either the *Harassment, Discrimination and Bullying Procedure - FTMs* and/or the *Managing Performance and Misconduct Procedure - FTMs* and be subject to disciplinary action.

## 11. COMPLIANCE WITH COURT ORDERS

Instances of family and domestic violence may also be subject to a court order.

In circumstances where a court order relating to family and domestic violence applies to one or more FTMs who are undertaking work in a client workplace, WorkPac may need to share this information with its client to ensure compliance.

An FTM will be consulted about this process prior to it being undertaken as it would necessarily involve a level of disclosure to WorkPac's client.

## 12. DOCUMENTS THAT RELATE TO THIS PROCEDURE

- Employee Assistance Program
- Leave Procedure - FTMs
- Flexible Working Arrangements Procedure
- Harassment, Discrimination and Bullying Policy - FTMs
- Harassment, Discrimination and Bullying Procedure - FTMs
- Managing Performance and Misconduct Procedure - FTMs